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EDNAN SALAHUDDIN SHEIKH, M.D.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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GOVERNMENT EMPLOYEES INSURANCE
COMPANY, GEICO INDEMNITY COMPANY,
GEICO GENERAL INSURANCE COMPANY
and GEICO CASUALTY COMPANY,

Plaintiffs,

-against-

21st CENTURY PHARMACY, INC.,
ALBERT ALISHA YEV,
AZU AJUDUA, M.D.,
STARRETT CITY MEDICAL, P.C.,
VARUZHAN DOVLATYAN, M.D.,
MT. VERNON MEDICAL ONE, P.L.L.C.,
ANDRE DUHAMEL, M.D.,
MORRIS PARK PRIMARY MEDICAL CARE, P.C.,
NOEL HOWELL, M.D.,
KINGSTON MEDICAL, P.C.,
EDNAN SALAHUDDIN SHEIKH, M.D. and
ACTIVE MEDICAL CARE, P.C.,

Defendants.
-----X

Docket No. 16-cv-04826(ERK)(JO)

**DEFENDANT SHEIKH'S
ANSWER TO COMPLAINT
WITH COUNTERCLAIM**

Defendant, EDNAN SALAHUDDIN SHEIKH, M.D. ("Defendant"), by and through its attorneys, PINCZEWSKI & SHPELFOGEL, P.C., as and for their Answer to the complaint, alleges upon information and belief, as follows:

1. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph 1 of the Complaint, except to the extent that such allegations refer to Defendant, to which extent they are hereby denied.
2. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 2 of the Complaint.
3. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 3 of the Complaint.
4. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph 4 of the Complaint, except to the extent that such allegations refer to Defendant, to which extent they are hereby denied.
5. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph 5 of the Complaint, except to the extent that such allegations refer to Defendant, to which extent they are hereby denied.
6. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph 6 of the Complaint, except to the extent that such allegations refer to Defendant, to which extent they are hereby denied.
7. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph 7 of the Complaint, except to the extent that such allegations refer to Defendant, to which extent they are hereby denied.
8. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph 8 of the Complaint, except to the extent that such allegations refer to Defendant, to which extent they are hereby denied.

9. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 9 of the Complaint.
10. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 10 of the Complaint.
11. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 11 of the Complaint.
12. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 12 of the Complaint.
13. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 13 of the Complaint.
14. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph 14 of the Complaint, except to the extent that such allegations refer to Defendant, to which extent they are hereby denied.
15. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 15 of the Complaint.
16. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph 16 of the Complaint, except to the extent that such allegations refer to Defendant, to which extent they are hereby denied.
17. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 17 of the Complaint.
18. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph 18 of the Complaint, except to the extent that such allegations refer to Defendant, to which extent they are hereby denied.

19. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 19 of the Complaint.
20. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 20 of the Complaint.
21. Defendant admits that he resides in and is a citizen of New Jersey and that he was licensed to practice medicine in New York on or around April 24, 2009, but denies the remainder of the allegations in Paragraph 21 of the Complaint.
22. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 22 of the Complaint.
23. Neither admits nor denies the allegations contained in Paragraph 23 of the Complaint but refers this question of law to the Court for its decision.
24. Neither admits nor denies the allegations contained in Paragraph 24 of the Complaint but refers this question of law to the Court for its decision.
25. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 25 of the Complaint.
26. The allegations in Paragraph 26 of the Complaint state legal conclusions or purport to interpret the “no fault” statute and regulations, as such Defendant neither admits nor denies those allegations.
27. The allegations in Paragraph 27 of the Complaint state legal conclusions or purport to interpret the “no fault” statute and regulations, as such Defendant neither admits nor denies those allegations.

28. The allegations in Paragraph 28 of the Complaint state legal conclusions or purport to interpret the “no fault” statute and regulations, as such Defendant neither admits nor denies those allegations.
29. The allegations in Paragraph 29 of the Complaint state legal conclusions or purport to interpret the “no fault” statute and regulations, as such Defendant neither admits nor denies those allegations.
30. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 30 of the Complaint.
31. The allegations in Paragraph 31 of the Complaint state legal conclusions or purport to interpret The New York State Insurance Law and other related laws, statutes and regulations, as such Defendant neither admits nor denies those allegations.
32. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 32 of the Complaint.
33. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 33 of the Complaint.
34. The allegations in Paragraph 34 of the Complaint state legal conclusions or purport to interpret The Education Law and other related laws, statutes and regulations, as such Defendant neither admits nor denies those allegations.
35. The allegations in Paragraph 35 of the Complaint state legal conclusions or purport to interpret The Education Law and other related laws, statutes and regulations, as such Defendant neither admits nor denies those allegations.

36. The allegations in Paragraph 36 of the Complaint state legal conclusions or purport to interpret The Education Law and other related laws, statutes and regulations, as such Defendant neither admits nor denies those allegations.
37. The allegations in Paragraph 37 of the Complaint state legal conclusions or purport to interpret The Education Law and other related laws, statutes and regulations, as such Defendant neither admits nor denies those allegations.
38. The allegations in Paragraph 38 of the Complaint state legal conclusions or purport to interpret The Education Law and other related laws, statutes and regulations, as such Defendant neither admits nor denies those allegations.
39. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 39 of the Complaint.
40. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 40 of the Complaint.
41. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 41 of the Complaint.
42. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 42 of the Complaint.
43. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 43 of the Complaint.
44. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 44 of the Complaint.
45. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 45 of the Complaint.

46. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 46 of the Complaint.
47. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 47 of the Complaint.
48. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 48 of the Complaint.
49. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 49 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
50. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 50 of the Complaint.
51. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 51 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
52. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 52 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
53. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 53 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
54. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 54 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.

55. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 55 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
56. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 56 of the Complaint.
57. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 57 of the Complaint.
58. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 58 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
59. Defendant avers that Paragraph 59 of the Complaint references Exhibit “2” to the Complaint. As that document speaks for itself, no responsive pleading is required and refer the Court to Exhibit “2” to the Complaint.
60. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 60 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
61. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 61 of the Complaint.
62. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 62 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.

63. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 63 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
64. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 64 of the Complaint.
65. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 65 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
66. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 66 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
67. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 67 of the Complaint.
68. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 68 of the Complaint.
69. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 69 of the Complaint.
70. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 70 of the Complaint.
71. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 71 of the Complaint.
72. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 72 of the Complaint.

73. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 73 of the Complaint.
74. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 74 of the Complaint.
75. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 75 of the Complaint.
76. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 76 of the Complaint.
77. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 77 of the Complaint.
78. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 78 of the Complaint.
79. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 79 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
80. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 80 of the Complaint.
81. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 81 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
82. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 82 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.

83. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 83 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
84. The allegations in Paragraph 84 of the Complaint state legal conclusions or purport to interpret the “no fault” statute and regulations, as such Defendant neither admits nor denies those allegations.
85. The allegations in Paragraph 85 of the Complaint state legal conclusions or purport to interpret the “no fault” statute and regulations, as such Defendant neither admits nor denies those allegations.
86. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 86 of the Complaint.
87. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 87 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
88. Defendant avers that Paragraph 88 of the Complaint references Exhibit “3” to the Complaint. As that document speaks for itself, no responsive pleading is required and refer the Court to Exhibit “3” to the Complaint.
89. Neither admits nor denies the allegations contained in Paragraph 89 of the Complaint but avers to the fact that the chart speak for itself.
90. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 90 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.

91. Neither admits nor denies the allegations contained in Paragraph 91 of the Complaint but avers to the fact that the chart speaks for itself.
92. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 92 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
93. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 93 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
94. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 94 of the Complaint.
95. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 95 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
96. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 96 of the Complaint.
97. Neither admits nor denies the allegations contained in Paragraph 97 of the Complaint but avers to the fact that the chart speaks for itself.
98. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 98 of the Complaint.
99. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 99 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.

100. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 100 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied
101. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 101 of the Complaint.
102. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 102 of the Complaint.
103. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 103 of the Complaint.
104. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 104 of the Complaint.
105. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 105 of the Complaint.
106. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 106 of the Complaint.
107. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 107 of the Complaint.
108. The allegations in Paragraph 108 of the Complaint state legal conclusions or purport to interpret The Education Law and other related laws, statutes and regulations, as such Defendant neither admits nor denies those allegations.
109. The allegations in Paragraph 109 of the Complaint state legal conclusions or purport to interpret The New York Public Health Law and other related laws, statutes and regulations, as such Defendant neither admits nor denies those allegations.

110. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 110 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
111. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 111 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
112. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 112 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
113. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 113 of the Complaint.
114. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 114 of the Complaint.
115. The allegations in Paragraph 115 of the Complaint state legal conclusions or purport to interpret The Education Law and other related laws, statutes and regulations, as such Defendant neither admits nor denies those allegations.
116. The allegations in Paragraph 116 of the Complaint state legal conclusions or purport to interpret The Education Law and other related laws, statutes and regulations, as such Defendant neither admits nor denies those allegations.
117. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 117 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.

118. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 118 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
119. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 119 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
120. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 120 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
121. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 121 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
122. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 122 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
123. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 123 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
124. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 124 of the Complaint.
125. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 125 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.

126. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 126 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
127. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 127 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
128. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 128 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
129. The allegations in Paragraph 129 of the Complaint state legal conclusions or purport to interpret The Education Law and other related laws, statutes and regulations, as such Defendant neither admits nor denies those allegations.
130. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 130 of the Complaint.
131. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 131 of the Complaint.
132. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 132 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
133. The allegations in Paragraph 133 of the Complaint purport to assert and characterize certain principles of medicine and science, and/or policies of certain professional medical societies, which Defendant neither admits nor denies. Defendant disputes the characterizations attributed to said principles and/or policies in this Paragraph, which are not properly plead in

accordance with Federal Rule of Civil Procedure 8(a), and refer same to the trier of fact following expert testimony at trial of this action.

134. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 134 of the Complaint.
135. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 135 of the Complaint.
136. Neither admits nor denies the allegations contained in Paragraph 136 of the Complaint because they comprise specific medical and/or scientific principles and are not factual allegations, but deny that the characterization of same by Plaintiffs in said paragraph is complete or accurate when considered in the context of this case.
137. Neither admits nor denies the allegations contained in Paragraph 137 of the Complaint because they comprise specific medical and/or scientific principles and are not factual allegations, but deny that the characterization of same by Plaintiffs in said paragraph is complete or accurate when considered in the context of this case.
138. Neither admits nor denies the allegations contained in Paragraph 138 of the Complaint because they comprise specific medical and/or scientific principles and are not factual allegations, but deny that the characterization of same by Plaintiffs in said paragraph is complete or accurate when considered in the context of this case.
139. Neither admits nor denies the allegations contained in Paragraph 139 of the Complaint because they comprise specific medical and/or scientific principles and are not factual allegations, but deny that the characterization of same by Plaintiffs in said paragraph is complete or accurate when considered in the context of this case.

140. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 140 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
141. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 141 of the Complaint.
142. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 142 of the Complaint.
143. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 143 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
144. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 144 of the Complaint.
145. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 145 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
146. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 146 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
147. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 147 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.

148. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 148 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
149. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 149 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
150. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 150 of the Complaint.
151. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 151 of the Complaint.
152. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 152 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
153. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 153 of the Complaint.
154. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 154 of the Complaint.
155. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 155 of the Complaint
156. Neither admits nor denies but avers to the “Fee Schedule” referred to in Paragraph 156 of the Complaint.
157. Neither admits nor denies the allegations contained in Paragraph 157 of the Complaint but refers this allegation to the Court for its determination of the laws cited therein.

158. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 158 of the Complaint.
159. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 159 of the Complaint.
160. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 160 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
161. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 161 of the Complaint.
162. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 162 of the Complaint
163. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 163 of the Complaint.
164. Neither admits nor denies but avers to the “Fee Schedule” referred to in Paragraph 164 of the Complaint.
165. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 165 of the Complaint.
166. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 166 of the Complaint
167. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 167 of the Complaint.

168. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 168 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
169. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 169 of the Complaint.
170. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 170 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
171. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 171 of the Complaint.
172. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 172 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
173. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 173 of the Complaint.
174. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 174 of the Complaint.
175. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 175 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
176. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 176 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.

177. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 177 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
178. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 178 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
179. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 179 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
180. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 180 of the Complaint.
181. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 181 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
182. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 182 of the Complaint.
183. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 183 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
184. Defendant repeats and realleges the answers set forth in Paragraphs 1 through 184 of the Defendant's Answer with the same force and effect as if fully set forth at length herein.

185. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 185 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
186. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 186 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
187. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 187 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
188. Defendant repeats and realleges the answers set forth in in Paragraphs 1 through 188 of the Defendant's Answer with the same force and effect as if fully set forth at length herein.
189. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 189 of the Complaint.
190. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 190 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
191. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 191 of the Complaint.
192. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 192 of the Complaint.
193. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 193 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.

194. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 194 of the Complaint.
195. Defendant repeats and realleges the answers set forth in Paragraphs 1 through 195 of the Defendant's Answer with the same force and effect as if fully set forth at length herein.
196. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 196 of the Complaint.
197. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 197 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
198. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 198 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
199. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 199 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
200. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 200 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
201. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 201 of the Complaint.
202. Defendant repeats and realleges the answers set forth in Paragraphs 1 through 202 of the Defendant's Answer with the same force and effect as if fully set forth at length herein.

203. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 203 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
204. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 204 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
205. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 205 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
206. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 206 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
207. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 207 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
208. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 208 of the Complaint.
209. Defendant repeats and realleges the answers set forth in Paragraphs 1 through 209 of the Defendant's Answer with the same force and effect as if fully set forth at length herein.
210. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 210 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.

211. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 211 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
212. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 212 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
213. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 213 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
214. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 214 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
215. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 215 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
216. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 216 of the Complaint.
217. Defendant repeats and realleges the answers set forth in Paragraphs 1 through 217 of the Defendant's Answer with the same force and effect as if fully set forth at length herein.
218. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 218 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.

219. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 219 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
220. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 220 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
221. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 221 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
222. Denies knowledge and information sufficient to form a belief as to the allegations in Paragraph 222 of the Complaint, except to the extent said allegations refer to the Defendant, to which extent they are hereby denied.
223. Neither admits nor denies the allegations contained in Paragraph 223 of the Complaint but refers this allegation to the Court for its determination of the laws cited therein.

AS AND FOR DEFENDANT’S FIRST AFFIRMATIVE DEFENSE

The Plaintiffs’ Complaint fails to state a claim upon which relief may be granted.

AS AND FOR DEFENDANT’S SECOND AFFIRMATIVE DEFENSE

The Plaintiffs’ Complaint is barred by the applicable Statute of Limitations.

AS AND FOR DEFENDANT’S THIRD AFFIRMATIVE DEFENSE

The Plaintiffs’ Complaint is otherwise untimely under New York No-fault Insurance Regulations.

AS AND FOR DEFENDANT’S FOURTH AFFIRMATIVE DEFENSE

The Plaintiffs’ Complaint is barred by the doctrine of laches.

AS AND FOR DEFENDANT’S FIFTH AFFIRMATIVE DEFENSE

The Plaintiffs’ Complaint is barred by the doctrine of unclean hands.

AS AND FOR DEFENDANT’S SIXTH AFFIRMATIVE DEFENSE

The Plaintiffs’ Complaint is barred by the doctrine of equitable estoppel.

AS AND FOR DEFENDANT’S SEVENTH AFFIRMATIVE DEFENSE

The Plaintiffs’ are barred by the doctrine of *res judicata*.

AS AND FOR DEFENDANT’S EIGHTH AFFIRMATIVE DEFENSE

The Plaintiffs’ are barred by the doctrine of collateral estoppel.

AS AND FOR DEFENDANT’S NINTH AFFIRMATIVE DEFENSE

The Plaintiffs’ are barred from recovery for lack of privity.

AS AND FOR DEFENDANT’S TENTH AFFIRMATIVE DEFENSE

The Plaintiffs’ are barred from recovery by the doctrine of waiver.

AS AND FOR DEFENDANT’S ELEVENTH AFFIRMATIVE DEFENSE

Each of the prescriptions actually signed by the Defendant that are the subject of the Complaint herein were prescribed by the Defendant in good faith and in the course of his professional practice.

AS AND FOR A COUNTERCLAIM AGAINST PLAINTIFF

1. The Plaintiffs include an insurance carrier which has commenced an action which seeks declarations that it is not required to defend claims accruing under policies which it provided

- to various insureds.
2. The Plaintiffs include an insurance carrier which has commenced an action which seeks declarations that it is not required to pay first party benefits accruing under policies which it provided to various insureds.
 3. The Plaintiffs' actions serve to unduly burden medical providers such as this Answering Defendant by requiring them to participate in a lawsuit which would not have been necessary had the Plaintiffs followed the New York State Insurance Department's Regulations governing the investigation of claims for no-fault benefits.
 4. Under New York law, an insured who is cast in a defensive posture by the legal steps an insurer takes in an effort to free itself from its policy obligations and who prevails on the merits, may recover attorneys' fees incurred in defending against the insurer's action.
 5. Under New York law, an insurer's duty to defend an insured extends to the defense of any action arising out of the occurrence, including a defense against an insurer's declaratory judgment action.
 6. As Plaintiffs have commenced a declaratory judgment action which unnecessarily burdens this Answering Defendant, Plaintiffs will be responsible for Answering.

**AS AND FOR A CROSS-CLAIM AGAINST DEFENDANTS
21st CENTURY PHARMACY AND ALBERT ALISHAYEV**

1. If the Plaintiffs sustained the damages alleged in the Complaint herein, such damages were caused by the above-named co-defendants.
2. That if the Plaintiffs recover a verdict against the Answering Defendant for the damages alleged in the complaint, such liability will have been caused by the actions of the above-named co-defendants.
3. That by reason of the foregoing, if any verdict or judgment is rendered in favor of the

Plaintiffs against the Answering Defendant, then the above named codefendants will be liable to the Answering Defendant, in whole or in part, for said verdict and for costs and expenses incurred by the said Answering Defendant in the defense of this action.

WHEREFORE, Answering Defendant respectfully demands judgment dismissing Plaintiffs' Complaint in its entirety and that the Court award such other and further relief including but not limited to an award of the costs and disbursements of this action as well as the attorneys' fees sustained in the defense of the within action.

Dated: Brooklyn, NY
November 21, 2016

PINCZEWSKI & SHPELFOGEL, P.C.

s/ Benjamin M. Pinczewski
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ATTORNEYS FOR DEFENDANT
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TO: All Parties via ECF